

**Robinson
Bradshaw**

RECORDATION NO. 22159-A

APR 12 '11 -3 53 PM

~~STATE TRANSPORTATION BOARD~~

Natalie S. Alston

Charlotte Office
704 377 8134 Direct Phone
704 339 3434 Direct Fax
nalston@rbh.com
rbh.com

April 4, 2011

FIRST CLASS MAIL

Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Release of Security Interest

Dear Board:

I have enclosed an original and one copy of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Release of Security Interest, a secondary document, dated March 31, 2011. The primary document to which it is connected is recorded under Recordation No. 22159.

The name and address of the sole party to the document is as follows:

L & S HOLDING COMPANY
204 East Railroad Street
Laurinburg, NC 28353

A description of the equipment covered by this document is described in attachments (1)-(4) set forth in Exhibit A, attached hereto.

A fee of \$41.00 is enclosed.

Please return the original and any extra copies not needed by the Board for recordation to Natalie Alston at the following address:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, NC 28246
Attention: Natalie S. Alston

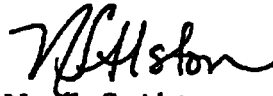
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A short summary of the document to appear in the index is as follows:

Release of Security Interest granted by the Security Agreement with Recordation No. 22159, dated March __, 2011 and effective as of January 13, 2008 and covering certain diesel shop equipment inventory. locomotives and cores and certain miscellaneous railway personalty and vehicles.

Sincerely,

ROBINSON BRADSHAW & HINSON, P.A.



Natalie S. Alston

cc: Murphy Evans
L & S Holding Company
P.O. Box 688
Laurinburg, NC 28353

Haynes Lea (by electronic mail)

Enclosures

Exhibit A

Description of Equipment

**L & S Holding Company Diesel Shop
Equipment Inventory
November 4, 1997**

1 Air Compressor	Gardner Denver
1 Air Compressor	Portable 12HP Gas En
5 Air Gun	3/8"-1"
1 Banding Machine	
1 Car Mover	
2 Chain Hoist	Portable
1 Charger	Battery solar 560
1 Charger	Battery Associated 6
2 Chisel	Air
1 Crane	KW Dart 20 Ton 1959
1 Drill	Skil 3/8"
1 Drill	Black & Decker 3/4"
1 Drill	Rail 3HP Briggs
1 Drill Press	5/8"
1 Drill Press	3/4 HP
2 Fan	3/4 HP
1 Fork Lift	TCM 4000 Pound
1 Grinder	8" Bench
1 Grinder	3/4 HP Bench
1 Grinder	1/2" Bench
1 Grinder	7" Hand
2 Hand Truck	
1 Ice Machine	Manitowoc
2 Jack	Whitting Electric 25
2 Jack	Whitting Electric 35
1 Jack	1 Ton
1 Jack	3 Ton
2 Jack	50 Ton Journal
2 Jack	2 1/2 Ton Floor
1 Jack	2 Ton
1 Ladder	6 Foot
1 Ladder	10 Foot
1 Light	Magnaflux Black
1 Megger	
2 Meter	Simpson V.O.M.
1 Meter	AWS D.C. AMP
1 Meter	A.C. Amprobe
1 Motor Puller	Shop Hand 4000
1 Parts Washer	1/SHF
1 Power Wrench	Plarad

1 Press
 1 Press
 1 Puller
 1 Puller
 2 Ratchet
 1 Refrigerator
 1 Saw
 1 Saw
 1 Socket
 2 Socket
 4 Stand
 1 Stand
 1 Table
 1 Tank
 1 Tester
 1 Tools
 1 Torch
 1 Torque Wrench
 1 Torque Wrench
 1 Vacuum
 1 Vise
 1 Vise
 1 Vise
 1 Vise
 1 Vise
 1 Washer
 1 Washer
 1 Washing Mach.
 1 Welder
 1 Welder
 1 Welder
 1 Wheel Barrow
 1 Wheel Lathe

30 Ton Shop
 25 Ton Shop
 Wheel
 Wheel Large
 Air 3/8" Drive
 Norge
 Skil 7 1/4" Circular
 Band Small
 Impact 1"-3 1/4"
 3/4" Drive
 Jack Automotive
 Motor
 Welding With 4"Vise
 Portable Air
 Dead Weight Gauge
 Misc. Hand
 Cutting Complete Wit
 E.M.D.
 Proto 6020A
 Shop Vac
 6"
 Bench
 Pipe
 Bench
 Landa 4-2500 (Gas)
 Spartan LP Gas
 Kenmore
 Y1-400 CU/DC 400AMP
 Lincoln D.C. 200 AMP
 Miller 250G

Seller is conveying all of its Diesel Shop equipment inventory to Buyer, which Seller represents is substantially as set forth in the above inventory taken as of November 4, 1997. Such equipment inventory is sold AS IS, WHERE IS and WITH ALL DEFECTS. Except for its express warranties in the Contract for the Sale of Railway Properties, dated May 3, 1999 between the Buyer and Seller, Seller disclaims all warranties, express or implied, with respect to such equipment inventory, including without limitation any warranties of merchantability or fitness for a particular purpose.

**L & S Holding Company Diesel Shop
Parts Inventory**

Seller is conveying all of its Diesel Shop parts inventory to Buyer, which Seller represents is substantially as set forth in the foregoing inventory list. Such parts inventory is sold AS IS, WHERE IS and WITH ALL DEFECTS. Except for its express warranties in the Contract for the Sale of Railway Properties, dated May 3, 1999 between the Buyer and Seller, Seller disclaims all warranties, express or implied, with respect to such parts inventory, including without limitation any warranties of merchantability or fitness for a particular purpose.

**L & S Holding Company
List of Locomotives and Cores**

<u>No.</u>	<u>Type</u>	<u>Location</u>	<u>Date</u>	<u>Number</u>	<u>Bought</u>
101*	GE 70 Ton	Laurinburg, NC	9/47	29089	9/47
103*	GE 70 Ton	Laurinburg, NC	1/51	30837	1/51
104	GE 70 Ton	Parkton, NC	9/50	30458	8/65
105*	GE 70 Ton	Rural Hall, NC	1/48	29466	10/68
107*	GE 70 Ton	Laurinburg, NC	3/49	30038	10/72
109	GE (Cummins)	Laurinburg, NC	3/48	29298	11/74
110*	GE 70 Ton	Laurinburg, NC	6/48	30013	6/79
111#	ALCO S-2	Laurinburg, NC	6/50	78014	8/80
112#	ALCO S-4	Laurinburg, NC	8/52	80063	5/82
113*	ALCO S-4	Laurinburg, NC	1/52	79518	7/82
114*	EMD SW-1	Laurinburg, NC	6/49	7503	4/84
115	EMD SW-1	Cassette, SC	6/49	7505	4/84
116	EMD SW-1	Laurinburg, NC	8/49	7510	9/84
117	EMD SW-1	Rose Hill, NC	8/49	7512	9/84
118	EMD SW-1	Wilmington, NC	8/49	7515	4/84
121	EMD SW-1	Moncure, NC (Harris)	3/40	1041	11/85
123	EMD NW-2	Columbia, SC	4/49	7521	1/87
124	EMD NW-2	Wilmington, NC	4/49	7522	1/87
125*	EMD NW-2	Laurinburg, NC	4/49	7525	1/87
126	EMD NW-2	Turkey, NC	4/49	7526	1/87
128*	EMD NW-2	Laurinburg, NC	2/49	6691	8/88
129	EMD NW-2	Oxford, NC	12/48	6272	8/88
130#	EMD NW-2	Goldsboro, NC	9/49	10266	8/88
131	ALCO S-2	Asheville, NC (Skyland)	9/48	76169	9/89
132	ALCO S-2	Wilmington, NC	7/46	74493	9/89
133	EMD SW-1	Laurinburg, NC	4/47	4804	10/89
135	EMD SW-1	Wilmington, NC	6/51	14561	10/89
136*	EMD SW-1	Laurinburg, NC	1/42	1778	10/89
137*	ALCO S-2	Laurinburg, NC	3/48	75662	1/92
139	EMD NW-2	Rose Hill, NC	9/48	5762	9/93
140	EMD SW-1	Hartsville, SC	2/52	16116	9/93
141	EMD SW-1	Laurinburg, NC	10/45	3225	9/93
142	EMD SW-1	Laurinburg, NC	3/51	14098	9/93
143	EMD SW-1	Laurinburg, NC	8/51	14559	9/93
144	ALCO (C)	Goldsboro, NC	12/48	76514	8/94
145#	ALCO S-4	Laurinburg, NC	4/54	81094	6/94
146*	ALCO S-2	Laurinburg, NC	8/43	70273	6/94
150	GE 25 Ton	Hartsville, SC	5/43	17916	7/89

* These locomotives are cores.

Any two of these four locomotives may be designated by Buyer as cores.

Such locomotives and cores are sold AS IS, WHERE IS and WITH ALL DEFECTS. Except for its express warranties in the Contract for the Sale of Railway Properties, dated May 3, 1999 between the Buyer and Seller, Seller disclaims all warranties, express or implied, with respect to such locomotives and cores, including without limitation any warranties of merchantability or fitness for a particular purpose.

**L & S Holding Company Diesel Shop
Miscellaneous Personalty and Vehicles**

<u>Year</u>	<u>Make</u>	<u>License Plate</u>	<u>VIN #</u>
1994	Ford Pickup	HXO 4962	1FTDF15Y1RNB39316
1992	Ford Pickup	LNC 6157	1FTEF15Y6NNB15799
1982	Chev. Boom Truck	AU 9446	1GBL7D1B4CV128494
1998	PPL Trailer	PT 22426	1W8A11D26WS000723
	Fork Lift	TCM – Model # SS 352 S	
1959	KW UART Crane	(Not Licensed)	59067

Such vehicles and equipment are sold AS IS, WHERE IS and WITH ALL DEFECTS. Except for its express warranties in the Contract for the Sale of Railway Properties, dated May 3, 1999 between the Buyer and Seller, Seller disclaims all warranties, express or implied, with respect to such vehicles and equipment, including without limitation any warranties of merchantability or fitness for a particular purpose.

APR 12 '11 -3 53 PM

~~SURFACE TRANSPORTATION BOARD~~

RELEASE OF SECURITY INTEREST

This **RELEASE OF SECURITY INTEREST** (this "Release"), dated as of March 31, 2011 and effective as of January 13, 2008, is made by **L&S Holding Company** (the "Seller").

1. **Acknowledgement of Security Interest.** Reference is made to that certain Security Agreement (the "Security Agreement") dated as of May 3, 1999 by and between Seller and Johnson Railway Service, Inc. (the "Buyer") securing that certain Note, dated as of the same date granted by Buyer to Seller in the original principal amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) (the "Note"), which was duly recorded with the Surface Transportation Board as a primary document on May 6, 1999 at 10:00 a.m. in accordance with 49 U.S.C. 11301 under Recordation No. 22159.
2. **Original Release.** By signing below, the Seller hereby acknowledges, for recordation as a secondary document under Recordation No. 22159, that as of January 13, 2008, the Note was paid in full and the security interest in the collateral granted to Seller by the Buyer under the Security Agreement and described in attachments (1)-(4) set forth in Exhibit A, attached hereto (the "Collateral"), was released. Such release of the Collateral was acknowledged by Seller pursuant to a copy of the Note marked "Paid in Full January 13, 2008" from Seller to Buyer on January 14, 2008 (the "Original Release"), as evidenced by the transmission memorandum stamped "RECEIVED JAN 18 2008," attached hereto as Exhibit B.
3. **Release.** To the extent the Original Release was ineffective or defective in any manner, the Seller hereby releases any and all security interests, liens, claims and other encumbrances granted to Seller by Buyer pursuant to the Security Agreement on the Collateral and acknowledges that such release is retroactive to January 13, 2008.

IN WITNESS HEREOF, L & S HOLDING COMPANY has caused this Release to be duly executed by its authorized officer as of the day and year first above.

L & S HOLDING COMPANY

By: Murphy Evans
 Name: Murphy Evans
 Title: President

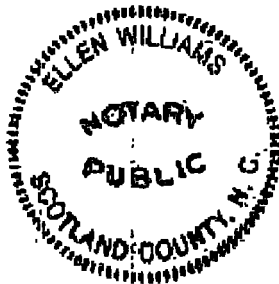
STATE OF NORTH CAROLINA

)
)SS:
)

COUNTY OF Scotland

Before me, a Notary Public in and for said County and State, personally appeared the above-named L & S Holding Company, a North Carolina corporation, by [Murphy Evans] and acknowledged that he did sign the foregoing instrument for and on behalf of such limited liability company, by authority of its members, and that the same is the free act and deed of such company, and the free act and deed of him personally and as such officer of the Manager of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand in official seal, at Waverly North Carolina, this 20th day of April, 2011.



Ellen Williams
Notary Public
My Commission Expires: 10-15-2013

Exhibit A

Collateral

**L & S Holding Company Diesel Shop
Equipment Inventory
November 4, 1997**

1 Air Compressor	Gardner Denver
1 Air Compressor	Portable 12HP Gas En
5 Air Gun	3/8"-1"
1 Banding Machine	
1 Car Mover	
2 Chain Hoist	Portable
1 Charger	Battery solar 560
1 Charger	Battery Associated 6
2 Chisel	Air
1 Crane	KW Dart 20 Ton 1959
1 Drill	Skil 3/8"
1 Drill	Black & Decker 3/4"
1 Drill	Rail 3HP Briggs
1 Drill Press	5/8"
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2 Fan	3/4 HP
1 Fork Lift	TCM 4000 Pound
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1 Grinder	3/4 HP Bench
1 Grinder	1/2" Bench
1 Grinder	7" Hand
2 Hand Truck	
1 Ice Machine	Manitowoc
2 Jack	Whitting Electric 25
2 Jack	Whitting Electric 35
1 Jack	1 Ton
1 Jack	3 Ton
2 Jack	50 Ton Journal
2 Jack	2 1/2 Ton Floor
1 Jack	2 Ton
1 Ladder	6 Foot
1 Ladder	10 Foot
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1 Megger	
2 Meter	Simpson V.O.M.
1 Meter	AWS D.C. AMP
1 Meter	A.C. Amprobe
1 Motor Puller	Shop Hand 4000
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1 Press
 1 Press
 1 Puller
 1 Puller
 2 Ratchet
 1 Refrigerator
 1 Saw
 1 Saw
 1 Socket
 2 Socket
 4 Stand
 1 Stand
 1 Table
 1 Tank
 1 Tester
 1 Tools
 1 Torch
 1 Torque Wrench
 1 Torque Wrench
 1 Vacuum
 1 Vise
 1 Vise
 1 Vise
 1 Vise
 1 Washer
 1 Washer
 1 Washing Mach.
 1 Welder
 1 Welder
 1 Welder
 1 Wheel Barrow
 1 Wheel Lathe

30 Ton Shop
 25 Ton Shop
 Wheel
 Wheel Large
 Air 3/8" Drive
 Norge
 Skil 7 1/4" Circular
 Band Small
 Impact 1"-3 1/4"
 1/4" Drive
 Jack Automotive
 Motor
 Welding With 4"Vise
 Portable Air
 Dead Weight Gauge
 Misc. Hand
 Cutting Complete Wit
 E.M.D.
 Proto 6020A
 Shop Vac
 6"
 Bench
 Pipe
 Bench
 Landa 4-2500 (Gas)
 Spartan LP Gas
 Kenmore
 Y1-400 CU/DC 400AMP
 Lincoln D.C. 200 AMP
 Miller 250G

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143	EMD SW-1	Laurinburg, NC	8/51	14559	9/93
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* These locomotives are cores.

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**L & S Holding Company Diesel Shop
Miscellaneous Personalty and Vehicles**

<u>Year</u>	<u>Make</u>	<u>License Plate</u>	<u>VIN #</u>
1994	Ford Pickup	HXO 4962	1FTDF15Y1RNB39316
1992	Ford Pickup	LNC 6157	1FTEF15Y6NNB15799
1982	Chev. Boom Truck	AU 9446	1GBL7D1B4CV128494
1998	PPL Trailer	PT 22426	1W8A11D26WS000723
	Fork Lift	TCM – Model # SS 352 S	
1959	KW UART Crane	(Not Licensed)	59067

Such vehicles and equipment are sold AS IS, WHERE IS and WITH ALL DEFECTS. Except for its express warranties in the Contract for the Sale of Railway Properties, dated May 3, 1999 between the Buyer and Seller, Seller disclaims all warranties, express or implied, with respect to such vehicles and equipment, including without limitation any warranties of merchantability or fitness for a particular purpose.

Exhibit B

Original Release

L & S Holding Company
P. O. Box 688
Laurinburg, NC 28353

January 14, 2008


Nancy Johnson
Johnson Railway
P. O. Box 266
Cornelia, GA 30531

Dear Nancy:

Enclosed is the original note and guaranty, which have been marked paid in full. Let me know if there is anything else you need.

It's been a real pleasure to work with you and I wish everyone handled their obligation like you did.

Regards,



Murphy Evans

RECEIVED JAN 18 2008

NOTE

\$1,200,000.00

(Installment)
 PAID IN FULL
 1/9/99 Jan.
 January 13, 2004

CORNELIA, Georgia

MAY 3, 1999

FOR VALUE RECEIVED, the undersigned Borrower(s) (including Borrower(s) legal representative, successors, and heirs) jointly and severally promise(s) to pay to L & S Holding Company or its successors, assigns, or holder (herein, LENDER), the principal sum of One million, and two hundred thousand DOLLARS (\$1,200,000.00), and interest on the unpaid balance thereof until paid at the rate of eight and one-half (8 1/2%) percent annually. Principal and accrued interest shall be payable and delivered at Lender's address located at: 204 East Railroad Street, Laurinburg, NC 28353, or at such other address as may be designated by Lender, in the following manner:

Seventy-eight (78) consecutive monthly payments of \$20,077.06, each, beginning on the 60th consecutive day following the date of this note; with the 78th and final monthly payment to be paid on the 1st day of January, 2007. *June 1, 1999 CH*
November 2006 CH

Borrower may PREPAY principal, or accrued interest, at any time, in whole or in part, WITHOUT PENALTY; provided that such prepayment shall not effect or change the due date or amount of the next or successive scheduled installment payments, if any.

Default: The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder.

- (a) The Borrower fails to pay any installment of principal or interest on this Note as and when due;
- (b) The filing by the Borrower of any voluntary petition seeking liquidation, reorganization, arrangement, readjustment of debts or for any other relief under the federal Bankruptcy Code or under any other act or law pertaining to insolvency or debtor relief, whether state or federal;
- (c) The filing against the Borrower of any involuntary petition seeking liquidation, reorganization, arrangement, readjustment of debts or for any other relief under the federal Bankruptcy Code or under any other act or law pertaining to insolvency or debtor relief, whether state or federal, and such petition is not dismissed within 60 days of the date of filing;
- (d) A custodian, trustee, receiver or assignee for the benefit of creditors is appointed or takes possession of any of the Borrower's assets; or
- (e) The Borrower liquidates or otherwise ceases to do business in substantially the same manner as on the date hereof.

Upon the occurrence of any Event of Default, the holder hereof may, without presentment; demand or notice, which the Borrower hereby waives, declare the remainder of the debt evidenced hereby at once due and payable, whereupon such amounts shall become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. This option may not be exercised by any holder hereof as a result of any Event of Default described in clause (a) above until the tenth day following the mailing (or delivery to a public courier) of notice to the Borrower of holder's intention to so exercise.

From and after the occurrence of an Event of Default and for so long as such Event of Default shall continue, interest shall accrue on the unpaid principal balance of this Note at a per annum rate equal to the interest rate stated above plus two (2) percentage points. In addition to the foregoing, Borrower shall pay to Lender, for each scheduled payment received by Lender more than 10 days after the due date of such payment, a one time late charge equal to two and one-half percent (2 1/2%) of such late payment.

Governing law: This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

Attorneys' fees: In the event that this Note is not paid as and when due, the Borrower hereby agrees to pay, in addition to all principal and interest hereunder, all costs of collection of the holder hereof, including reasonable attorneys' fees.

Any required or permitted related NOTICE may be given to Lender, at Lender's above-